

**REQUEST FOR PRE-QUALIFICATION OF VENDORS
FOR THE GYPSY MOTH TRAPPERS QUALIFIED CONTRACTORS LIST**

Issue Date: January 31, 2019
Title: Pre-Qualification to the Gypsy Moth Qualified Contractors List
Commodity Code: 48559, 92640, 94549 & 94732
Issuing Agency: Virginia Department of Agriculture & Consumer Services
102 Governor Street, Attn: Procurement Office
Richmond, Virginia 23219

QCL # 301-19-081

Using Agency and/or Location Where Work Will Be Performed: Virginia, in the Counties of Amelia, Amherst, Appomattox, Bedford, Bland, Botetourt, Bristol, Brunswick, Buchanan, Buckingham, Campbell, Caroline, Carroll, Charles City, Charlotte, Chesapeake, Chesterfield, Colonial Heights, Craig, Cumberland, Danville, Dickenson, Dinwiddie, Emporia, Essex, Floyd, Franklin, Franklin City, Galax, Giles, Gloucester, Goochland, Grayson, Greenville, Halifax, Hampton, Hanover, Henrico, Henry, Hopewell, Isle of Wight, James City, King & Queen, King William, Lancaster, Lee, Louisa, Lunenburg, Lynchburg, Madison, Martinsville, Mathews, Mecklenburg, Middlesex, Montgomery, New Kent, Newport News, Norfolk, Northumberland, Norton, Nottoway, Patrick, Petersburg, Pittsylvania, Poquoson City, Portsmouth, Powhatan, Prince Edward, Prince George, Pulaski, Radford, Richmond, Richmond City, Roanoke, Roanoke City, Rockbridge, Russell, Salem, Scott, Smyth, South Boston, Southampton, Spotsylvania, Suffolk, Surry, Sussex, Tazewell, Virginia Beach, Washington, Westmoreland, Williamsburg, Wise, Wythe, and York

Period of Contract: April 2019 to October 2019

Due Date of Pre-Qualification Documents: February 22, 2019 no later than 2:00 p.m.

PRE-QUALIFICATION CONFERENCES: Mandatory attendance is required for all prospective trappers, including returning trappers.

NO ONE WILL BE ADMITTED AFTER THE START OF EACH MEETING.

All Inquiries for Technical Information Should Be Directed to: Larry Bradfield, telephone (540) 394-2507. Questions Relating to Pre-Qualification Package Submission and/or Terms and Conditions Should Be Directed To: Wendell Powell, VCO, Senior Contract Specialist, telephone: (804) 786-8738 or e-mail wendell.powell@vdacs.virginia.gov. *eVA Vendor Registration is mandatory: See Section IV.X for additional information.

*Small, Woman-Owned and Minority-Owned (SWaM) certification is preferred if vendor qualifies. Go to www.sbsd.virginia.gov for qualification guidelines and to apply for certification.

PRE-QUALIFICATION DOCUMENTS MAY BE MAILED, HAND DELIVERED, FAXED OR EMAILED TO THE ISSUING AGENCY SHOWN ABOVE TO THE ATTENTION OF WENDELL POWELL. IT IS YOUR RESPONSIBILITY TO ENSURE THE DOCUMENTS ARE RECEIVED BY THE AGENCY AT THE ABOVE LOCATION ON OR BEFORE THE DATE AND TIME REQUIRED. LATE DOCUMENTS WILL NOT BE ACCEPTED.

In Compliance with This Request for Pre-Qualification and to All the Conditions Imposed Herein, The Undersigned Offers and Agrees to Abide by all Included and Incorporated Terms and Conditions of This Solicitation.

Name & Address of Individual/Firm: _____

Date: _____

By: _____

(Signature in Ink)

E-Mail: _____

Name: _____

(Please Print)

Fax: _____

Telephone: _____

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, Section 2.2-4300, or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

RETURN OF THIS PAGE IS REQUIRED

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QCL # 301-19-081
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I. PURPOSE

The purpose of this request is to invite interested persons to submit pre-qualification documentation to be added to the 2019 Gypsy Moth Slow-the-Spread (STS) Program's Qualified Contractors List (QCL). Trapping services will be on behalf of and in cooperation with the VA Department of Agriculture and Consumer Services (VDACS), an agency of the Commonwealth of Virginia, and the United States Department of Agriculture - Forest Service (USDA-FS).

- A. The procurement process for the Gypsy Moth Trapping program has two phases: Phase 1 is the pre-qualification of individuals to be added to the Qualified Contractors List (QCL). Reference Attachment I for a list of the pre-qualification documents that must be submitted to the VDACS Procurement Office.
- B. Phase 2 begins with the issuance of an Invitation for Bids (IFB) solicitation which will be only sent to individuals on the QCL. VDACS will notify individuals on the QCL that the IFB has been issued and will provide access to all IFB documents, requirements and any additional deliverables necessary to properly submit a bid(s) on Gypsy Moth Trapping Units. IFB documents will include all maps, pricing schedule, and final instructions/procedures for the 2019 Gypsy Moth Slow-the-Spread (STS) trapping program. Bidders may bid on more than one trapping unit (up to three trapping units) **only** if he/she has been awarded a previous Virginia gypsy moth trapping contract and has completed the contract to the satisfaction of VDACS-STC. All bidders who are eligible to bid on multiple trapping units shall be required to complete and submit a Trapper Data Sheet listing the names of additional people who will serve as employees, agents or subcontractors, hereafter referred to as trapping personnel, to work on the trapping units.
- C. The awarded contractor and trapping personnel shall attend mandatory pre-trapping training, unless specifically exempted by VDACS-STC.

IMPORTANT NOTES:

- 1. No bidder will be permitted to utilize debarred individuals or those prohibited by VDACS from bidding on their own trapping units as trapping personnel. It is the responsibility of the bidder to determine the work eligibility of potential trapping personnel.
- 2. VDACS reserves the right to adjust the quantity of traps per unit in the best interest of the program.
- 3. **ACCEPTANCE, IN AND OF ITSELF, TO VDACS' QUALIFIED CONTRACTORS LIST DOES NOT CONSTITUTE AN EXPRESSED OR AN IMPLIED CONTRACT, NOR IS IT A GUARANTEE OF WORK. HOWEVER, ONLY THOSE INDIVIDUALS ON THE QUALIFIED CONTRACTORS LIST WILL BE INVITED TO SUBMIT BIDS.**

II. DESCRIPTION OF THE 2019 GYPSY MOTH TRAPPING PROGRAM

A. SCOPE OF WORK: Contractor shall furnish all labor, transportation, supervision, and insurance to place, inspect, and remove (pull) traps in designated target sites and submit trapping data to VDACS-STs. The contractor shall be responsible for all expenses to complete the requirements of the contract.

B. CONTRACTOR RESPONSIBILITIES:

1. **Personnel and Code Compliance:** Contractor shall be responsible for providing the appropriate types and skill levels of personnel required to perform the services described herein. It is important to understand that the contractor shall be responsible for his/her trapping personnel and must supervise their conduct, actions and performance. All work must be accomplished in compliance with all applicable specifications, laws, ordinances, rules, regulations and codes including Virginia OSHA requirements.
2. Provide personnel to construct traps according to specifications.
3. Provide personnel and transportation to place, inspect, and pull traps for each bid unit and not exceed a 5% omit rate. All omits must be approved by VDACS prior to omitting.
4. Maintain and distribute trapping supplies and materials in a manner that minimizes loss and waste.
5. Replace the cost of abused, lost or stolen VDACS-STs issued equipment.
6. Contractor and trapping personnel shall attend a training session provided by VDACS-STs at a location to be announced. Contractor shall provide, at his/her own expense, all transportation and lodging necessary to participate in this training. See Section II.L for additional information.
7. **Field Training:** Contractor shall be required to work with VDACS-STs personnel for at least one weekday (excluding holidays) during the trapping season to ensure compliance with trapping guidelines. New contractor and his/her trapping personnel will be accompanied on the first day of placing traps. VDACS-STs reserves the right to accompany the contractor for multiple days throughout the trapping season.
8. Use the GPS to obtain trap placement, inspection, and pull information at the site location for each trap site visit. If a GPS signal cannot be established, the contractor will take a picture of the trap with the site information clearly visible in the picture, using

the equipment provided. Sites must be recorded in the data collection equipment and supporting files must be sent to VDACS for confirmation to receive payment.

9. Contractor and trapping personnel shall not make any changes to the GPS setting or manipulate stored data by any means (i.e. software, cables, manual entries or deletions) unless granted prior permission by VDACS-STC.
10. Verify positive identification of moths collected in traps and submit the moth catches to VDACS-STC in the issued plastic bags if it is possible to remove the moths from the trap. A separate bag shall be submitted for each trap with moth catch and site specific information recorded on each bag as required by the Gypsy Moth Trapping Manual.
11. Download / transfer data to the Database at Virginia Tech using the software provided in the data collection equipment. Provide VDACS supporting documents for each download to include Data Confirmation Download Form, log sheets for site visits, and any supporting reports or images. All trap catch must be delivered to VDACS for verification. Payment will not be made until all files have been verified by VDACS.
12. Contact landowners for permission to place, inspect and pull traps on their property and promptly notify VDACS-STC if landowner denies access to property.
13. Complete and maintain VDACS-STC issued logbooks for each bid unit as paper back-up to the GPS (reference Section G.6 for more information on logbooks).
14. Keep VDACS-STC informed of trapping program status.
15. Contact VDACS-STC with error corrections within five (5) business days, not to include holidays, of website posting.
16. Promptly fax, email or mail any necessary data reports to VDACS-STC. Ship and trap catch to VDACS promptly.
17. Have telephone with voice mail and texting capability as well as access to internet and e-mail so that contractor can be contacted by VDACS-STC at any time during the contract period.
18. Return all requests for information to VDACS-STC as soon as possible, but no later than the end of the next VDACS business day.
19. Contractor shall download his or her collection device data as scheduled unless advanced approval is granted by VDACS.

20. The contractor shall submit completed logbooks, data download sheets, supporting files, and moths if applicable to VDACS. Invoices will be prepared after all data and associated documents have been reviewed for accuracy and completion.
21. Comply with any local, state, and/or federal guidelines for bio-security procedures (i.e. Avian Flu and Foot and Mouth Disease). Reference ATTACHMENT F for current bio-security guidelines.
22. Any property damage caused by the trapper or any complaints by the landowner, related to the trapper's actions, are the responsibility of the trapper to address.

C. VDACS RESPONSIBILITIES:

1. Furnish maps (some maps may be black and white copies), one GPS unit, Gypsy Moth Trapping Manual, traps, pheromone, insecticide strips, nitrile gloves, twist ties, cable ties, permanent markers, plastic bags, flagging, door hangers, and trash bags for each trapping unit.
2. Conduct a one to two-day training session for all contractors and their trapping personnel at a location to be announced.
3. Periodically evaluate trap placement and perform quality control checks on a minimum of 10 percent of each contractor's traps.
4. Notify contractor in writing of unsatisfactory performance.

D. TRAPPING GRID: Traps shall be set on an 8 kilometer, 5 kilometer, 3 kilometer, 2 kilometer, 1 kilometer, or 500 meter trapping grid, depending on the previous year's trap catch. The diameter of an 8k target circle is approximately 16,000 feet, while a 500 meter target circle is approximately 1,000 feet. If a trap cannot be set because of inaccessibility or safety concerns, it may be omitted after approval from VDACS-STIS. VDACS-STIS must approve all omitted trap sites. No more than 5 percent of the traps assigned per bid unit may be omitted. Adjacent omitted traps will not be permitted

E. MAP AND TRAP ABBREVIATION AND NUMBERING: All maps are marked with an abbreviated name and have a systematic numbering system recognized by the database. The abbreviated names and trap numbers on the maps must correspond with the traps found in the field.

F. ACCESSIBILITY TO PRIVATE PROPERTY: Contractor will be working primarily on private property. It shall be the contractor's responsibility to contact landowners and gain access to their property in order to place, inspect and pull the traps. Any use of all-terrain vehicles must be approved by the landowner or the agency responsible for the property. If

property access is denied, the contractor must attempt to obtain the landowner's name, address, and telephone number and submit the information to VDACS-STC.

G. TRAP PLACEMENT:

1. Trap placement will begin in April with Eastern and Central areas of the state starting approximately two (2) weeks before the Western areas. Final placement schedules will be provided in the Phase 2 IFB documents.
2. It is important to understand that many sites will not be accessible by vehicle and will require hiking to get within the target circle. Sufficient flagging to the trap site is critical and shall be required as an aid for trap inspections and quality control checks.
3. It is the contractor's responsibility to ensure that all trap sites are well marked and/or noted so they can be located. Traps shall be hung on trees approximately 4½ to 5 feet off the ground inside the predetermined target circle. Traps shall not be placed on telephone poles, fence posts or road signs. Avoid hanging traps on trees that will be covered with poison ivy/oak, honeysuckle, or other vegetation because vegetative growth will hamper the trap's effectiveness and visibility during the midseason and final checks. Vegetative growth makes it critical for sufficient flagging to be used and for specific trap location notes to be maintained.
4. All traps must have the following data written on them with a permanent marker: the contractor's initials, quad abbreviation, site number, grid type, date placed, date inspected, and the VDACS-STC office telephone number.
5. Contractor shall be required to stay at each trap site until the Gadget obtains a valid GPS location and locks onto the current site node. If a GPS location or a lock on the site node cannot be obtained within five minutes, the contractor must record the data for the trap site in the logbook and take a picture of the trap with the site information visibly displayed and submit this image to VDACS for verification. **It is the contractor's responsibility to ensure that the trap is located inside the target circle, the reason for the picture is noted in the logbook, and the Gadget sites file is updated after the site information is entered into the database. GPS track logs will be checked to verify the site visit.**

Manual entries will not be allowed. All trapping data must be submitted using the data collection equipment provided.

6. Contractor shall complete and maintain VDACS-STC issued logbook for each bid unit as paper back-up for trap placement,

inspection and pulls and include directions to the trap sites. Records for each bid unit must be kept separate. Logbooks shall be updated and submitted to VDACS-STC showing quad, site number, date placed, UTM coordinates, and trap type for each trap placement site. Site record information must be recorded in the logbook in the order of trap placement. **No payments will be issued to the contractor until updated logbooks, Data Download Confirmation Forms (download documents must be separated by bid unit), and supporting files are submitted to VDACS-STC.**

7. **Invoices will be prepared and based on the information confirmed in the STC database.**
8. **Non-compliance to this, or any, phase of the contract timeline may result in a Termination for Default of contract and the contractor may be responsible for excess cost of re-procured service.**

H. MID-SEASON INSPECTIONS:

1. Contractor must inspect all traps one time during the mid-season monitoring period. Traps placed first are to be checked first to help ensure traps are not in the field for a prolonged period of time without being serviced. Mid-season inspection schedules will be provided in the Phase 2 IFB documents. VDACS-STC reserves the right to eliminate some or all of the mid-season inspections if funding is restricted. Contractor will be notified of eliminated inspections in the Phase 2 IFB documents. GPS track logs will be checked to verify site visit.
2. Milk carton traps must be opened, emptied of all matter and examined to determine if the trap is still functional during the mid-season inspection. Similarly, all delta traps must be examined to determine if the trap is still functional during the mid-season inspection and shall be replaced if there is a positive catch of one or more moths. All missing or damaged traps must be replaced immediately. Replaced traps must have "replaced" written on the trap and the replacement date. Delta traps with catch will be replaced. Moth catches shall be recorded in the GPS unit and the logbook. Each trap's moth catch shall be placed in VDACS-STC issued plastic bag, sealed and identified with the quad, site number, date and number of gypsy moths caught. Refer to **D. TRAPPING GRID**
3. Each trap must be initialed and dated with a permanent marker during midseason inspections. Traps that have not been dated, or

the dates have washed off, will be considered un-inspected traps during VDACS-STs quality control checks.

4. Contractor shall be required to stay at each trap site until the Gadget obtains a valid GPS location and locks onto the current site node. If a GPS location or a lock on the site node cannot be obtained within five minutes, the contractor must take a picture of the trap with the site information clearly visible and document the site information on the log sheet. Manual entries are not allowed. **It is the contractor's responsibility to ensure that the trap is located inside the target circle, the reason for the manual entry is noted in the logbook, and the Gadget sites file is updated after the information is entered into the database. GPS track logs will be checked to verify the site visit.**
5. Contractor shall continue to complete and maintain VDACS-STs issued logbooks as paper back-up showing quad, site number, date checked, trap condition, and gypsy moths collected for the mid-season inspection. Logbook records shall be listed in the order mid-season inspections were performed. The contractor shall provide a copy of their supporting documentation along with their trap catch to VDACS for verification.
6. Contractor shall submit copies of their data download sheets, log sheets, supporting files, and any catch to VDACS-STs personnel. Data download schedules will be established by VDACS. Missing traps must be documented using GPS coordinates and a replacement trap installed.
7. Contractors will not be paid for sites listed as inaccessible.

I. FINAL TRAP INSPECTIONS/REMOVAL (PULLS):

1. Central and Eastern areas of the state will begin final trap inspections/pulls approximately two (2) weeks before the Western areas. All Central and Eastern trap inspections/pulls shall be completed by September 14 and Western areas completed by October 5. Final trap inspections/pull schedules will be provided in the Phase 2 IFB documents. Traps inspected first during the midseason must be pulled first; however, exceptions can be made for traps located at higher elevations. Contractor is required to pull traps, staples, zip ties and flagging from all sites. Unless otherwise notified, the contractor shall bring final inspected/pulled traps removed to VDACS-STs for verification of traps pulled. It is critical that traps are completely opened at the bottom to ensure all moths are found. Traps must be flattened before submission to VDACS-STs. Moths caught must be placed in sealed bags labeled with site information and brought to VDACS-STs for

confirmation of proper identification and moth count. If VDACS-STs determines that the contractor is not required to return traps to VDACS-STs, the traps, pheromone, insecticide strips, flagging and coat hangers should be placed in plastic garbage bags and disposed of at appropriate landfills. GPS track logs will be checked to verify site visits.

2. Contractor shall be required to stay at each trap site until the Gadget obtains a valid GPS location and locks onto the current site node. If a GPS location or a lock on the site node cannot be obtained within five minutes, the contractor must take a picture of the site, with the trap information clearly visible and record the data for the trap site in the logbook. **It is the contractor's responsibility to ensure that the trap is located inside the target circle, the issue is noted in the logbook, and the Gadget sites file is updated after at the database. GPS track logs will be checked to verify the site visit.**
3. Contractor shall continue to complete and maintain VDACS-STs issued logbooks as paper back-up showing quad, site number, date pulled, trap condition, and gypsy moths collected for the trap removal visit. The logbook's records must be listed in the order final inspections/pulls are made.
4. Contractor shall be required to submit all data download conformation sheets, log sheets, supporting files, and any catch to VDACS-STs for verification. Payments will not be made until all information is verified by VDACS-STs.
5. Any traps found in the field by VDACS-STs after completion of trap inspections/pulls may have liquidated damages assessed unless there are extenuating circumstances beyond the control of the contractor. Documentation of extenuating circumstances is required and subject to review with confirmation and approval by VDACS-STs. Un-pulled traps jeopardize the contractor's status on the Qualified Contractors List and pre-qualification on future lists.
6. Contractor will not be paid for sites listed as inaccessible.
7. Contractors will return all equipment and supplies to VDACS before final payment is made.

- J. STORAGE AND HANDLING OF TRAPS, PHEROMONE AND INSECTICIDE STRIPS:** Traps and trap parts must be stored in a secure area protected from weather, vandalism, etc. Pheromone and Vapona strips must be stored in a freezer until used. After removal from the freezer, the pheromone is effective for about twelve weeks at 85 degrees Fahrenheit or below. Sustained temperatures above 85 degrees Fahrenheit decrease the longevity and effectiveness of the pheromone. Insecticide strips must be stored in a cool, protected area prior to use.

The strips must not be removed from the protective packet and placed in the trap until ready for use. Traps with installed insecticide strips must be kept in airtight plastic bags when transporting in vehicles to prevent the occupants from breathing insecticide fumes. Contractor must dispose of used insecticide strips according to label directions.

- K. EQUIPMENT CARE AND RESPONSIBILITY:** Contractor is responsible for the proper care and use of all VDACS-STs issued equipment. Contractor shall pay the replacement costs for all equipment provided by VDACS-STs which has been abused, lost or stolen, including but not limited to, GPS units and accessories, staple guns, etc.
- L. ORIENTATION AND TRAINING:** Contractor and trapping personnel shall attend a training session which will run from approximately 8:00 a.m. to 5:00 p.m. Contractor shall be responsible for any lodging and transportation expenses incurred. **Late arrivals and/or failure of the contractor and trapping personnel to attend the training sessions may result in the cancellation of the contract.** Dates, times and locations for the Orientation and Training session(s) will be provided in the Phase 2 IFB documents.
- M. SAFETY PRECAUTIONS:** Contractor and trapping personnel shall take precautionary measures while performing the trapping services to include the following:
1. Handling Insecticide Strips - The insecticide used to kill captured moths in milk carton traps is manufactured as an insecticidal strip called VAPORTAPE II and is toxic. Contractor must wear the latex gloves provided by VDACS-STs and use extreme caution and care when handling the strips. Contractor must not transport traps containing open insecticide strips. Insecticide strips must be stored in a cool, dark place out of the reach of children.
 2. Vehicles - The use of a vehicle is essential for servicing the trapping contract (i.e. placing, inspecting and pulling of traps). Contractor and trapping personnel should have access to a vehicle in good running condition. A four-wheel drive vehicle is recommended to reach trap sites located on unimproved field and forest logging roads. Contractor is urged to use caution when traveling and working on or near any road.

III. PRE-QUALIFICATION CONFERENCES

Mandatory pre-qualification conferences will be held for all trappers to fully discuss pre-qualification conditions, contract requirements, state mandates, etc. and also, to review contract terms and conditions and requirements. Attendance at one of these meetings is mandatory. The conferences are intended to educate interested persons with all aspects of the gypsy moth trapping program and to provide a more comprehensive understanding of the time and expenses involved. The 2019 VDACS Gypsy Moth STs Trapping map will be available for

review at the conferences. **Attendance at one of these conferences is mandatory for ALL persons, including returning trappers, interested in bidding on the 2019 Gypsy Moth contracts and pre-qualifying documents will only be accepted from those attending or represented at one of the conferences.** Attendance will be evidenced by the individual's signature on the attendance roster. The meetings will start promptly at the designated times. **No one will be admitted after the start of each meeting.** Interested persons should consider road conditions and parking availability in order to arrive in enough time to be permitted entry into the meetings before the cut-off time. Bring a copy of this solicitation with you to the meeting. Additional information and directions to each conference site may be obtained by contacting Larry Bradfield at (540) 394-2507.

Pre-qualification conferences are scheduled as follows:

Monday, February 11, 2019 at 10:30 a.m.- 2:30 pm
William E. Richardson JR Memorial Library
100 Spring Street
Emporia, VA 23847

Tuesday, February 12, 2019 at 10 a.m.- 2 p.m.
New College Institute, Room 107
191 Fayette Street
Martinsville, VA 24112

Wednesday, February 13, 2019 at 10 a.m.- 2 p.m.
Virginia Dept. of Game & Inland Fisheries-Regional Office-Conference Room
1796 Highway 16
Marion, VA 24354

IV. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the

Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - e. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each

subcontractor or vendor.

- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS**
Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five

working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.,. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract;
or

- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to

the specifications.

N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the

written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The bidder is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder certifies that if awarded the contract, it will have the following insurance

coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of

Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- Z. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.
- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- V. **SPECIAL TERMS AND CONDITIONS**
- A. **AWARD TO MULTIPLE BIDDERS:** The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive formalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- B. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized

agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

- C. **INDEMNIFICATION:** Contractor agrees to indemnify the Commonwealth of Virginia, its officers, agents, and employees for any loss, liability, cost, or reasonable settlement cost incurred as a result of any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- D. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60-days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60-days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in one (1) purchase order per contractor with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- F. **PRIME CONTRACTOR RESPONSIBILITIES:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- G. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and

responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

- H. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

- I. **BIDDER UNDERSTANDING OF REQUIREMENTS:** It is the responsibility of each bidder to inquire about and clarify any requirements of this solicitation that are not understood. The Agency will not be bound by oral explanations as to the meaning of specifications or language contained in this solicitation. Therefore, all inquiries deemed to be substantive in nature must be in writing and submitted to the responsible buyer in the Office of Procurement. Bidders must ensure that written inquiries reach the buyer at least five (5) days prior to the time set for receipt of bids. Your submission of your bid certifies that you fully understand all facets of this solicitation. Any questions may be sent by FAX to 804-371-8372 to the attention of Wendell Powell or preferably by email to:
Wendell.powell@vdacs.virginia.gov

- J. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING :**

I. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All bidders are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder shall note such on the Small Business Subcontracting Plan. No bidder or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.

II. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution timely reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the

contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.

III. Prime Contractor Subcontractor Reporting:

1. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (Businesses that are DSBSD-certified small, women-owned, minority-owned, businesses with DSBSD Service Disabled Veteran-owned status, or Employment Services Organization) and type of product/service provided, at the frequency required.

2. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, information on use of subcontractors that are **not** DSBSD-certified businesses or Employment Services Organizations. The contractor agrees to furnish the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided, at the frequency required.

- K. **CONFLICT OF INTEREST:** By submitting the prequalification documentation and any future bids, the individual certifies that contracting in the gypsy moth trapping program does not constitute a Conflict of Interest in regard to each of the following:

VDACS employees will not be permitted to inspect the work of a Contractor who is an immediate family member. Contractor must notify VDACS-STs if the VDACS inspector is an immediate family member.

Contractor may not be a member of the Board of Agriculture or a VDACS employee or officer.

If the Contractor's personal circumstances relating to possible conflicts of interest change after the contract is awarded, the Contractor shall immediately notify the VDACS Procurement Office. Depending on the degree of conflict, the Contractor understands that his/her contract may be canceled and reissued to another Contractor. VDACS will only be responsible for payment to the Contractor for work completed through the date such notice was made.

- L. **LIQUIDATED DAMAGES:** Because of the behavior of the gypsy moth, and the amount of time available to place and monitor the traps to be successful, it is hereby understood and agreed, that lack of communication and other unacceptable delays caused by the Contractor are costly to VDACS and damaging to the outcome of the program. Therefore, liquidated damages may be assessed for each occurrence of noncompliance. The Contractor's compliance with guidelines and standards may be determined by VDACS-STs

at any time during the trapping season, as well as, post-season after all traps have been pulled. VDACS-STs will randomly check and evaluate at least ten percent of the traps within each contract trapping unit.

Liquidated damages may be assessed and include, but are not limited to the following reasons:

- a. Inaccurate and improper trap placement outside or within target circle.
- b. Improper trap construction (includes improper lure and insecticide attachment).
- c. Failure to complete and/or submit VDACS-STs issued "Trap Placement" and "Trap Inspection/Pull" logs as instructed.
- d. Insufficient flagging for contractor or VDACS-STs to easily locate the trap site on subsequent visits.
- e. Incomplete and inaccurate data provided on traps including the contractor's initials, quad abbreviation, trap number, grid type, date placed, date checked, the VDACS-STs telephone number, and failure to use permanent marker.
- f. Inaccurate and untimely submissions of gypsy moth trap site data into the GPS unit and into VDACS-STs issued logbooks.
- g. Failure to meet with VDACS-STs as scheduled in a punctual and timely manner during normal office hours to download GPS data.
- h. Failure to contact VDACS-STs in advance and receive approval to skip a download session.
- i. Failure to contact VDACS-STs with error corrections within 5 business days of website posting.
- j. Failure to meet trap placement, mid-season inspection, and final trap pull deadlines.
- k. Failure to, inadvertently or otherwise, pull trap(s). (see #5 under Part I.)
- l. Failure to properly dispose of traps, insecticide strips, flagging, and used coat hangers at the end of the trapping season as directed by VDACS-STs.
- m. Failure to take proper care of and/or return VDACS-STs issued non-disposable supplies and equipment at termination of trapping contract.
- n. Failure to return calls and other data requests within 24-hours.

- o. Failure to submit all GPS records, logbooks, moth catches and final pulled traps on the day of the related download session.
 - p. Changing GPS settings or manipulating stored data by any means (i.e. software, cables or manual entries/deletions) by the contractor or any agent, employee or subcontractor unless granted prior permission by VDACS-STS.
 - i. Each incident of non-compliance will be investigated. Substantiated evidence or an unsatisfactory explanation may result in liquidated damages being assessed not to exceed three hundred dollars (\$300.00) per incident of non-compliance. An incident is defined as being any separate or individual occurrence within any of the quality control items, (i.e. placing four traps out of target circle would be four incidents of non-compliance). Repeated incidences of failure to meet quality control criteria and other contract requirements seriously jeopardize the success of the trapping program and may be cause for the cancellation of the contract. The assessment of damages will not exceed 30% of compensation for the trapping contract.
 - ii. Any incident in which a contractor is not in compliance with the terms of the contract will be described in writing and documented by VDACS-STS and a copy of this report will be given to the contractor. The reports will be subject to the appropriate provisions, and any liquidated damages assessed will be deducted from payments due the contractor. If the contractor has been paid for services which were not performed in accordance with this contract, the contractor will be invoiced and must refund any payments paid for services improperly performed.
 - q. Trappers who receive a formal Vendor Complaint filed with the Department of General Services/Division of Purchases and Supply may have their eligibility to perform gypsy moth trapping in the following season(s) affected. Any eligibility denied is at the sole discretion of VDACS.
- M. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for 30 days. At the end of 30 days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

VI. METHOD OF PAYMENT

The contractor will be paid from Billing Invoices submitted in the format as shown in Attachment G. Invoices shall only be submitted upon completion of each trapping cycle and the acceptance of the work completed for each individual bid unit. **Payment will be made only for traps that were properly placed, inspected, pulled and reported as required.** The invoices must show contract number, cycle number completed, percentage contract work completed,

and payment amount due. Amount of payment for completion of each trapping cycle will be based on the percentage of trapping season work completed during that cycle. Invoices will be paid 30 days from the date the signed invoice is received at the VDACS STS office. Payments will be made by check or electronically.

VDACS reserves the right to delay payment until confirmation of services rendered has been satisfactorily completed and/or received. Reasons for payment delay may include failure to submit GPS records, logbooks and moth catches, and final pulled traps on the day of the related download session. Also, final payment will be delayed if all equipment is not returned at time of final download. If equipment is not returned within 10 days, VDACS will deduct the cost of equipment from the final invoice.

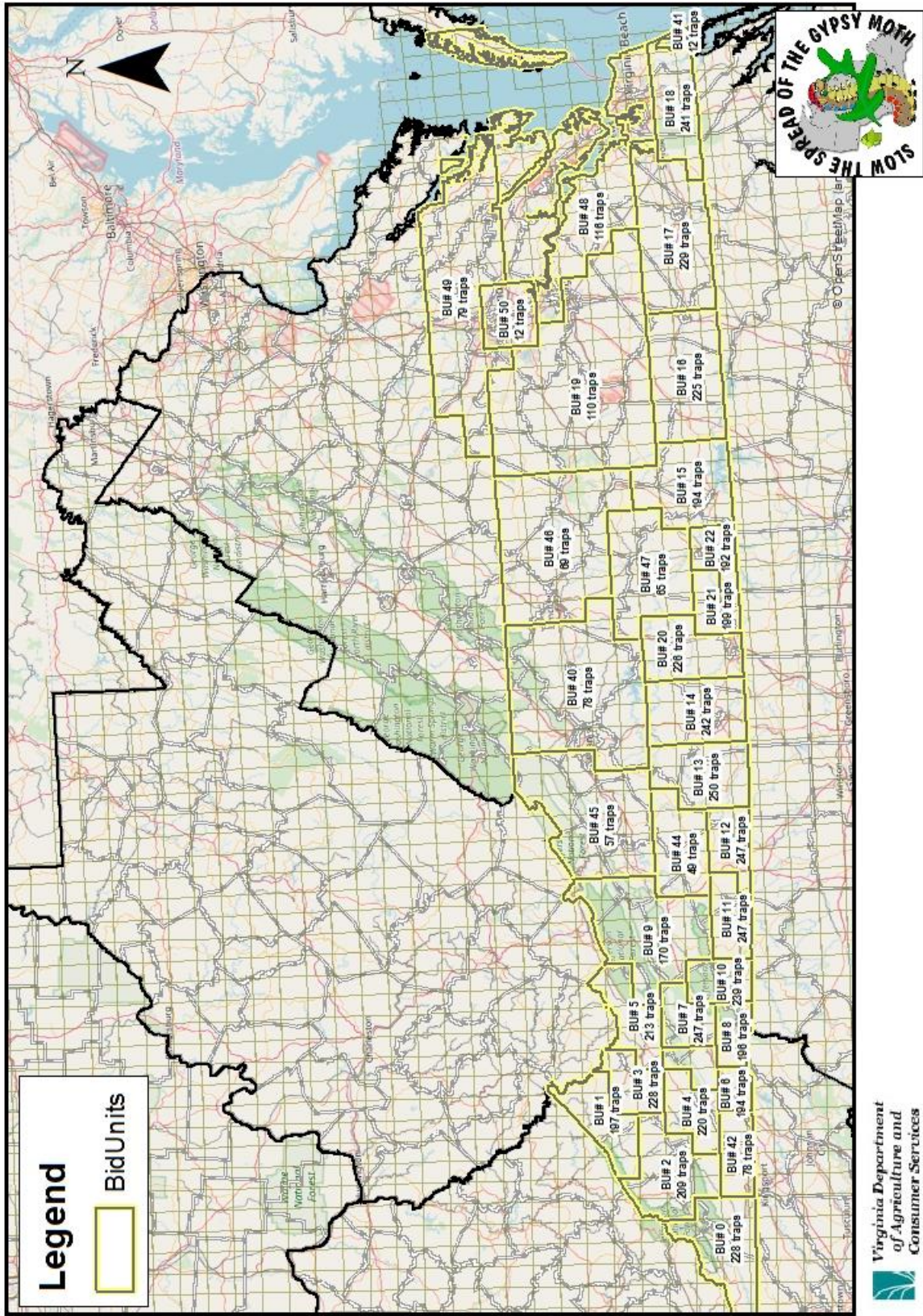
VII. INFORMATIONAL PURPOSES ONLY: EXAMPLE OF PRICING SCHEDULE

A Pricing Schedule will be provided in the Phase 2 IFB solicitation on which to write the bid(s). Total number of traps in each bid unit is an estimate and can vary by + or - 5%. VDACS reserves the right to adjust the quantity of traps per unit in the best interest of the program. Bidder must indicate the per trap price beside the desired bid unit. Contracts will be awarded based on a per trap price and no payment will be made for omitted traps. A bidder may bid on more than one trapping unit only if he/she has been awarded a previous gypsy moth trapping contract and has completed the contract to the satisfaction of VDACS-STS, or if he/she had previous satisfactory working experience as a gypsy moth contractor in another state or federal gypsy moth trapping program (reference Section 1.B for more information).

IMPORTANT NOTE: All bids are binding and the contractor must be able to complete work on all awarded trapping bid units. Specific bid unit descriptions and locations will be included in the Phase 2 IFB solicitation. The Pricing Schedule will consist of separate trapping bid units as shown below:

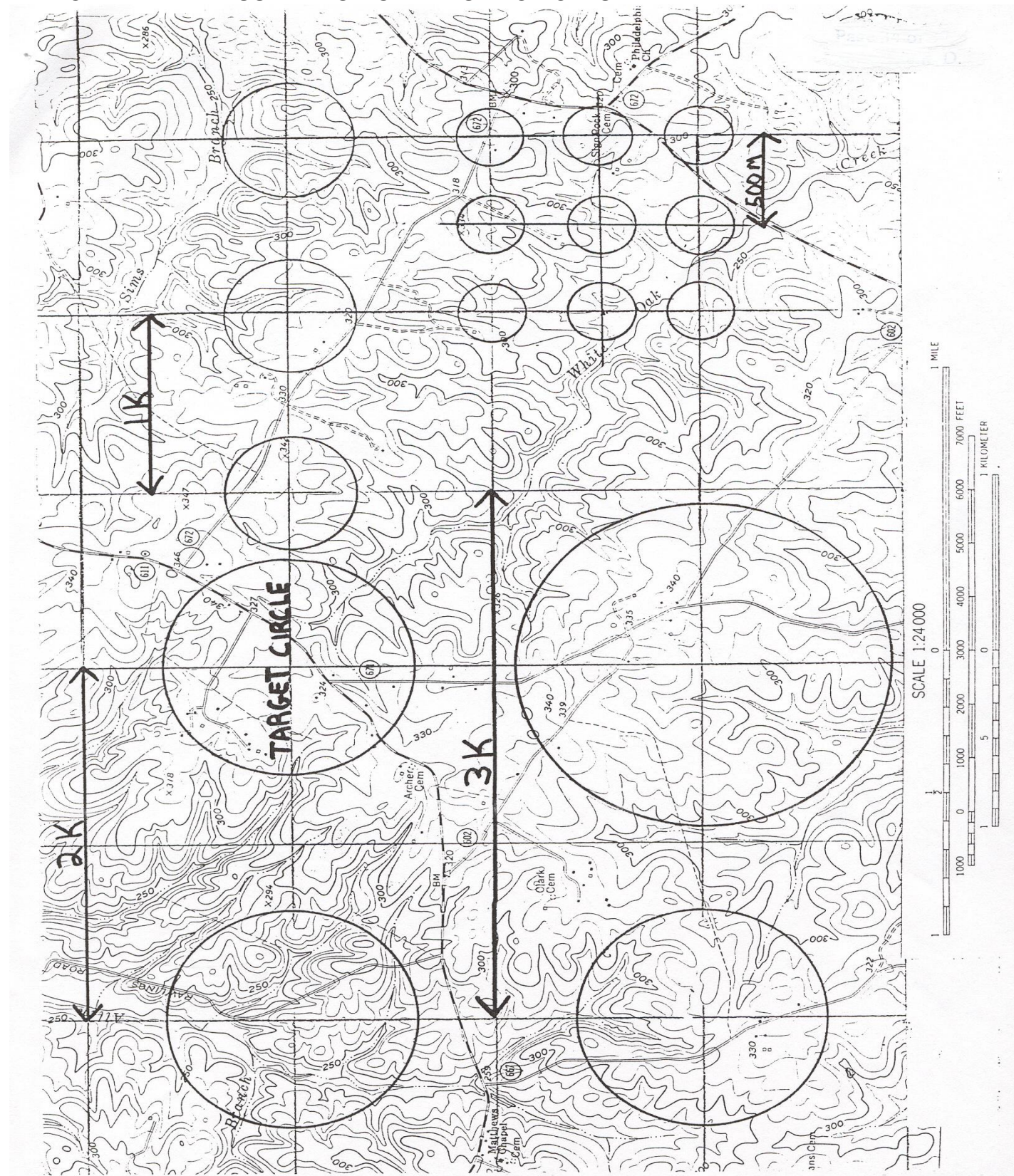
Bid Unit VA-01 \$ _____
(per trap price)
Bid Unit VA-02 \$ _____
(per trap price)
Bid Unit VA-03 \$ _____
(per trap price)

2018 Gypsy Moth Trapping Units



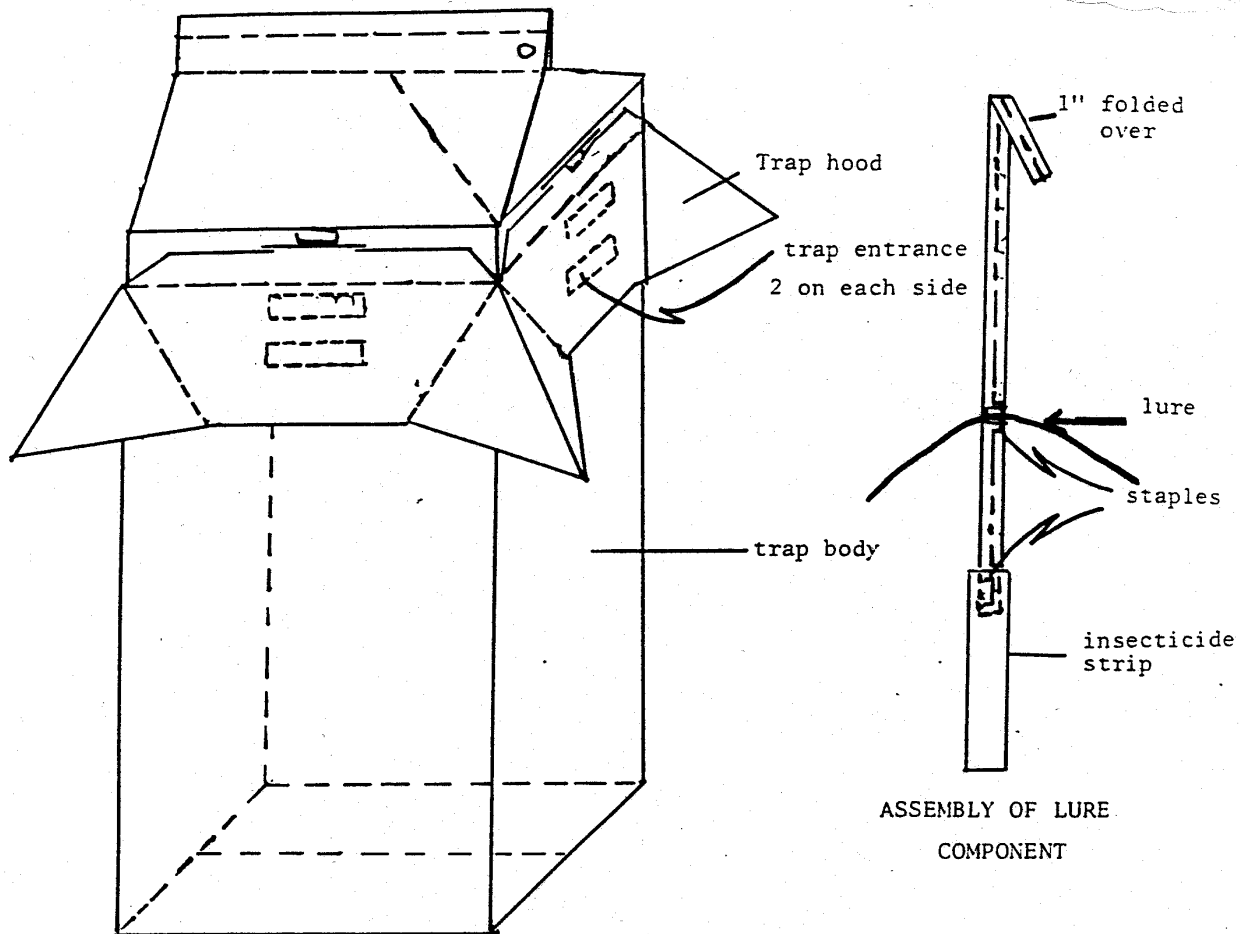
SLOW-THE-SPREAD PROJECT MAP

ATTACHMENT B: ILLUSTRATION OF TARGET CIRCLES

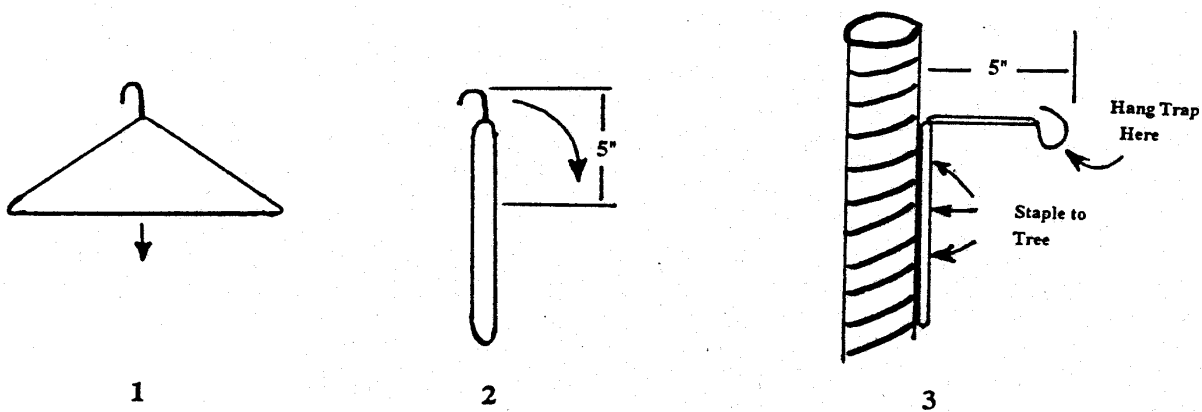


ATTACHMENT C

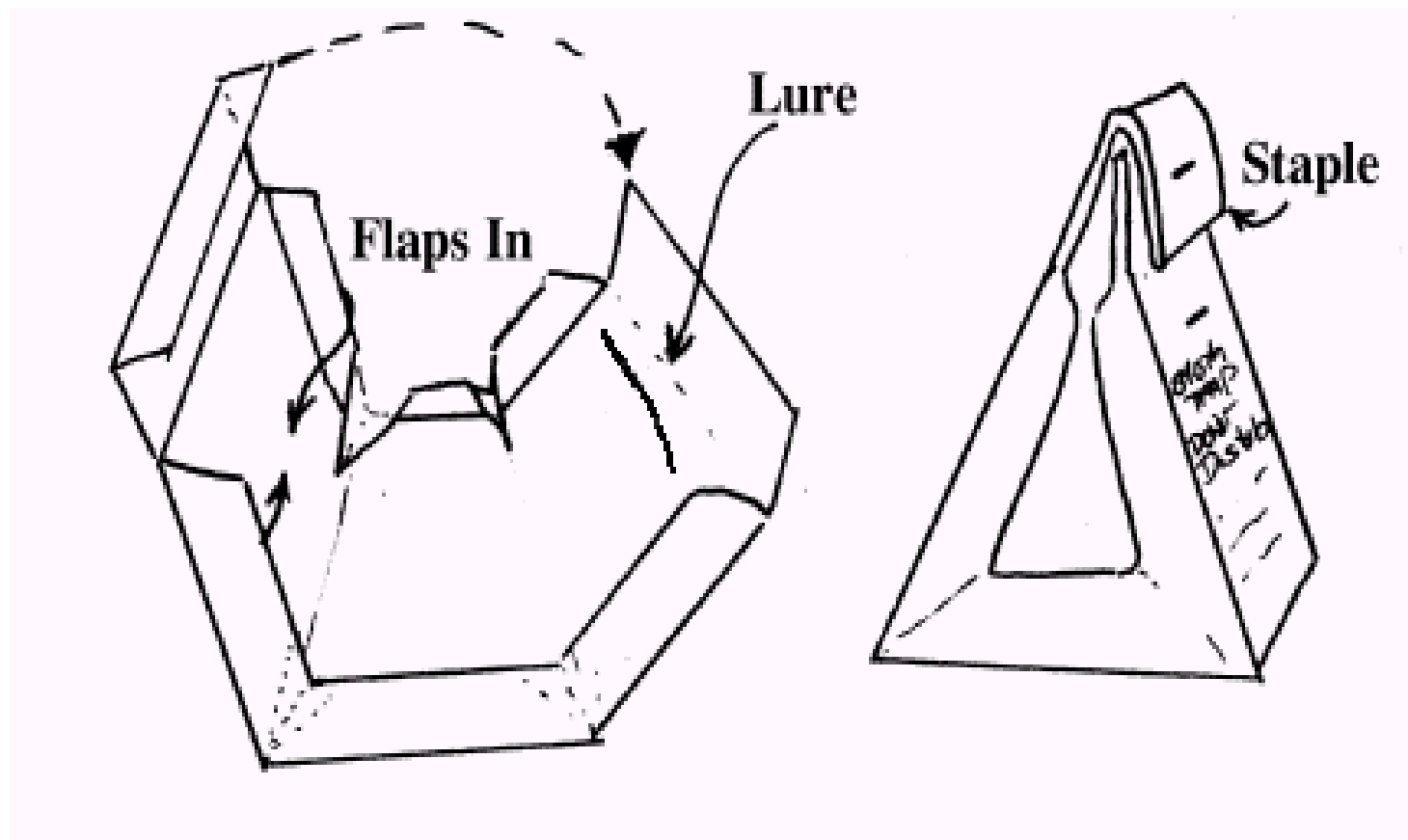
ILLUSTRATION OF GYPSY MOTH MILK CARTON TRAP AND ASSEMBLY



COAT HANGER CONFIGURATION FOR HANGING MILK CARTON TRAPS



ATTACHMENT D: ILLUSTRATION OF GYPSY MOTH DELTA TRAP AND ASSEMBLY



ATTACHMENT E: LOG SHEET EXAMPLES

1. EXAMPLE OF TRAP PLACEMENT LOG

Date	Quad	Site	Easting	Northing	Trap Type D = Delta M = Milk	Omit Reason	Directions to Trap

2. EXAMPLE OF TRAP INSPECTIONS/PULL LOG

Date	Quad	Site	Trap Check M = Midseason F = Final	Trap Condition Good or Damaged Missing or Inaccessible	Catch	Notes

ATTACHMENT F: EXAMPLE OF BIO-SECURITY GUIDELINES

VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

Employee Livestock Biosecurity Practices When Visiting Farms,
Livestock Markets or Other Places of Animal Assemblage

- Wear clean coveralls or outer garments.
- Change and clean coveralls or outer garments as needed when contact is made with animal secretions or excretions.
- Wear footwear suitable for scrubbing.
- Scrub footwear with a brush and a sanitizing solution.

Vircon-S is the sanitizing agent of choice. Follow manufacturer's recommendations for dilution and shelf life.

- An alternative to scrubbing footwear is to use disposable shoe and boot covers and dispose of the covers after each visit.
- If necessary, and when recontamination can be avoided, wash and sanitize vehicle tires using a brush and the same sanitizer as used on footwear. If recontamination cannot be avoided when exiting a farm, look for opportunities to wash and sanitize the vehicle before entering the next farm.
- If a producer, livestock market, etc. has more stringent biosecurity requirements than those listed, then contractor should follow those specific requirements.

NOTE: If you have traveled to any foreign country, contact the State Veterinarian's Office for specific guidance before resuming your work in visiting farms, etc.

Gypsy Moth Contractors and their Trapping Personnel: Clean-up is critical if there is visible excrement on shoes and/or tires after leaving farm areas.

I have received the above instructions on Biosecurity Practices and Vircon-S disinfectant to carry out these procedures. I understand it is my responsibility to provide the additional supplies needed for each trapper's vehicle used to conduct this work. Upon request, VDACS will provide the additional Vircon-S disinfectant needed by the contractors.

Name: _____ **Date:** _____ **Trapping Unit#** _____

ATTACHMENT G: EXAMPLE OF CONTRACTOR'S BILLING INVOICE

VIRGINIA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES
Division of Consumer Protection – Office of Plant & Pest Services
Gypsy Moth STS Program
8 Radford Street, Suite 101
Christiansburg, VA 24073
Phone: 540-394-2507 Fax: 540-394-2514

2013 GYPSY MOTH CONTRACT TRAPPING INVOICE

Contract Number: 301-13-039-VA00 Contract Price per Trap: \$00.00
SSN/FIN: 000-00-0000 Original # Traps: 000
of Omits: 0
Contractor Name: John Q. Doe Traps Placed/Inspected/Pulled 000
Address: 1234 Waypoint Rd.
Anywhere, VA 24000 Maximum Amount to be Paid: \$ 0,000.00

CYCLE	% Contract Completed	% Placed	# Placed	\$/Trap Paid	Payment	Date VDACS Authorized
1	11%	33%	000	\$0.00	\$0,000.00	_____
2	11%	66%	000	0.00	0,000.00	_____
3	<u>11%</u>	100%	<u>000</u>	0.00	<u>0,000.00</u>	_____
	33%		000		\$0,000.00	
		% Inspected	# Inspected			
4	11%	33%	000	\$0.00	\$0,000.00	_____
5	11%	66%	000	0.00	0,000.00	_____
6	<u>11%</u>	100%	<u>000</u>	0.00	<u>0,000.00</u>	_____
	66%		000		\$0,000.00	
		% Pulled	# Pulled			
7	11%	33%	000	\$0.00	\$0,000.00	_____
8	11%	66%	000	0.00	0,000.00	_____
9	11%	100%	000	0.00	0,000.00	_____
	<u>1% balance of payment</u>			00.00	<u>0,000.00</u>	_____
	100 %		000		\$0,000.00	

Payments Authorized To Date: \$0,000.00
(Including this invoice)

Payment Due This Invoice: _____

Contractor Signature: _____ Date _____

FOR VDACS USE ONLY:

AMOUNT CERTIFIED FOR PAYMENT: _____

APPROVED FOR PAYMENT BY: _____ **Date** _____

ATTACHMENT H: PRE-QUALIFYING VENDOR REFERENCE AND DATA SHEET

Note: The following information is required and failure to submit all information requested may result in the agency requiring prompt submission of missing information.

1. Qualification: The vendor must have the capability and capacity in all respects to fully satisfy all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of goods or services:
_____ Years _____ Months

4. Type of Business: This information is requested for informational purposes only. Please indicate if your businesses one or more of the following:

() SMALL BUSINESS () INDIVIDUAL BUSINESS () OTHER: _____
() WOMAN-OWNED BUSINESS () SOLE PROPRIETORSHIP
() MINORITY-OWNED BUSINESS () PARTNERSHIP
() SHELTERED WORKSHOP () CORPORATION

5. Indicate below a listing of at least three (3) current or recent accounts, either commercial or governmental, that your business has provided similar goods and/or services.

1. Company: _____ Contact: _____

Address: _____

Phone :(_____) _____ Email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

2. Company: _____ Contact: _____

Address: _____

Phone :(_____) _____ Email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

3. Company: _____ Contact: _____

Address: _____

Phone :(_____) _____ Email: _____

Project: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information:

Signed: _____ Title: _____ Date: _____

RETURN OF THIS PAGE IS REQUIRED

ATTACHMENT I: PRE-QUALIFICATION DOCUMENT SUBMISSION CHECKLIST:

This page is provided to assist you in compiling the documents required for submission to VDACS.

<u>ITEM</u>	<u>INCLUDED</u>
1. Page 1/Cover sheet, signed	_____
2. Confirmation of completed eVA registration or documentation that eVA registration is in process (i.e. e-mail response from eVA/Ariba or screen print of such confirmation, etc.).	_____
3. Confirmation of completed Small, Woman-Owned or Minority-Owned certification application (i.e. SBSD Tracking Number).	_____
4. Confirmation of required insurance coverage by providing a Certificate of Insurance or the submission of a letter from your insurance company indicating that you can obtain coverage for the following coverages (see Section IV.Q for coverage requirements):	
Worker's Compensation**	_____
Employer's Liability**	_____
Commercial General Liability	_____
Automobile Liability	_____
**This coverage is required for a minimum of one trapper plus 2 or more paid assistants.	
5. Attachment H: Pre-Qualifying Vendor Reference and Data Sheet	_____

You may submit your pre-qualification documentation by:

1. FAX: Fax to the attention of Wendell Powell at 804-371-8372.
2. Email: Email scanned documents to wendell.powell@vdacs.virginia.gov.
3. Mail: VA Dept. of Agriculture and Consumer Services, Procurement Office, 2nd floor, 102 Governor Street, Richmond, VA 23219.

Deadline for submission: Friday, February 22, 2019 no later than 2:00 PM. Late submissions will not be accepted.

ATTACHMENT J:**Small Business Subcontracting Plan**

It is the goal of the Commonwealth that more than 42% of its purchases be made from small businesses. All potential bidders are required to return this document with their response.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Bidder Name: _____

Preparer Name: _____ **Date:** _____

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the bidder to receive credit for the small business subcontracting plan evaluation criteria, the bidder shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period in Section B..

Bidders which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Bidders which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the bidder's total price for the initial contract period.

Points will be assigned based on each bidder's proposed subcontracting expenditures with DSBSD-certified small businesses for the initial contract period as indicated in Section B in relation to the bidder's total price.

Section A

If your firm is certified by the Department of Small Business and Supplier Diversity (DSBSD), provide your certification number and the date of certification):

Certification number: _____ Certification

Date: _____

RETURN OF THIS PAGE REQUIRED

Section B

Populate the table below to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the bidder's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation percentages may result in breach of the contract.

B. Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Micro/Small Business Name & Address DSBSD Certificate #	Status if Micro/Small Business is also: Women (W), Minority (M), or DSBSD Service Disabled Veteran-Owned	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract (\$ or %)
Totals \$					